RECEIVED
MAY - 2 2016
PRO SE OFFICE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

Modou Hafiz Kah Jallow

NAME OF PLAINTIFF(S)

v.

Uber Tech.

NAME OF DEFENDANT(S)

COMPLAINT

Jury - Trial Demanded

COGAN, J.

CV 16 02244

This action is brought for discrimination in employment pursuant to (check only those that apply):

✓ Title VII of the Civil Rights Act of 1964, as codified, 42 U.S.C. §§ 2000e to 2000e-17 (amended in 1972, 1978 and by the Civil Rights Act of 1991, Pub. L. No. 102-166) (race, color, gender, religion, national origin).
NOTE: *In order to bring a suit in federal district court under Title VII, you must first obtain a right to sue letter from the Equal Employment Opportunity Commission.*

_____ Age Discrimination in Employment Act of 1967, as codified, 29 U.S.C. §§ 621 - 634 (amended in 1984, 1990, and by the Age Discrimination in Employment Amendments of 1986, Pub. L. No. 92-592, the Civil Rights Act of 1991, Pub. L. No. 102-166).
NOTE: *In order to bring a suit in federal district court under the Age Discrimination in Employment Act, you must first file charges with the Equal Employment Opportunity Commission.*

_____ Americans with Disabilities Act of 1990, as codified, 42 U.S.C. §§ 12112 - 12117 (amended by the ADA Amendments Act of 2008, Pub. L. No. 110-325 and the Civil Rights Act of 1991, Pub. L. No. 102-166).
NOTE: *In order to bring suit in federal district court under the Americans with Disabilities Act, you must first obtain a right to sue letter from the Equal Employment Opportunity Commission.*

Jurisdiction is specifically conferred upon this United States District Court by the aforementioned statutes, as well as 28 U.S.C. §§ 1331, 1343. Jurisdiction may also be appropriate under 42 U.S.C. §§ 1981, 1983 and 1985(3), as amended by the Civil Rights Act of 1991, Pub. L. No. 102-166, and any related claims under New York law.

1. Plaintiff resides at:

Modou Hafiz Kah Fallow 2939 Creston Ave.
Street Address

Bronx, NY, 10468, 347 264 2285
County, State, Zip Code, Telephone Number

2. Defendant(s) resides at, or its business is located at:

Uber. 27-55 Jackson Ave.
Street Address

long Island City, Queens, NY, 11101
County, City, State, Zip Code

3. The address at which I sought employment or was employed by the defendant(s) is:

27-55 Jackson Ave.
Street Address

long island city, Queens, NY., 11101
County, City, State, Zip Code

4. The discriminatory conduct of which I complain in this action includes *(check only those that apply)*.

____ Failure to hire.

_✓_ Termination of my employment.

____ Failure to promote.

____ Failure to accommodate my disability.

_✓_ Unequal terms and conditions of my employment.

_✓_ Retaliation

____ Other acts *(specify)*: ____________________.

NOTE: *Only those grounds raised in the charge filed with the Equal Employment Opportunity Commission can be considered by the federal district court.*

5. It is my best recollection that the alleged discriminatory acts occurred on: October 2, 2015.
Date(s)

6. I believe that the defendant(s) *(check one)*

_✓_ is still committing these acts against me.

____ is not still committing these acts against me.

7. Defendant(s) discriminated against me based on my:
(check only those that apply and state the basis for discrimination, for example, what is your religion, if religious discrimination is alleged)

[✓] race Black [✓] color Black

[✓] gender/sex man [ ] religion ____________

[ ] national origin ____________

[ ] disability ____________

[ ] age. If age is checked, answer the following:

I was born in 1962 (Year). At the time(s) defendant(s) discriminated against me, I was [✓] more [ ] less than 40 years old. *(check one)*.

NOTE: *Only those grounds raised in the charge filed with the Equal Employment Opportunity Commission can be considered by the federal district court.*

8. The facts of my case are as follows:

please see the attachments

(Attach additional sheets as necessary)

NOTE: *As additional support for your claim, you may attach to this complaint a copy of the charge filed with the Equal Employment Opportunity Commission, the New York State Division of Human Rights, or the New York City Commission on Human Rights.*

9. It is my best recollection that I filed a charge with the New York State Division of Human Rights or the New York City Commission on Human Rights regarding defendant's alleged discriminatory conduct on: ______________.
Date

10. It is my best recollection that I filed a charge with the Equal Employment Opportunity Commission regarding defendant's alleged discriminatory conduct on: 11 / 10 / ~~15~~ 2015
Date

Only litigants alleging age discrimination must answer Question #11.

11. Since filing my charge of age discrimination with the Equal Employment Opportunity Commission regarding defendant's alleged discriminatory conduct *(check one)*:

_____ 60 days or more have elapsed.

_____ less than 60 days have elapsed.

12. The Equal Employment Opportunity Commission *(check one)*:

_____ has not issued a Right to Sue letter.

✓ has issued a Right to Sue letter, which I received on 03/08/2016.
Date

The letter mailed while I was no longer lived there then I have to go to the office to pick it up

NOTE: Attach a copy of the Right to Sue Letter from the Equal Employment Opportunity Commission to this complaint.

WHEREFORE, plaintiff prays that the Court grant such relief as may be appropriate, including injunctive orders, damages, pre-judgment interest, costs, and attorney's fees.

[signature]

PLAINTIFF'S SIGNATURE

Dated: ~~04/27/2016~~ H.M
05/02/16

2739 Creston Ave.
Address
Bronx, New-York 10468
347 264 2285
Phone Number

rev. 3/14/13

1. Modou Hafiz, Kah Jallow, the plaintiff in this matter, is submitting this document requesting three million dollars ($3,000,000). for the pain, suffering, and economic damage he sustained as a result of Uber's wrongfully terminated partnership with him as a form of retaliation and discrimination against him because of his gender and the color of his skin.

Statements of Facts: The Plaintiff's Driving Background.

2. The plaintiff obtained his taxi license in 2006 and drove a yellow cab from 2006 to 2015. He is a professional and responsible driver with no traffic points or pending traffic violations; his driving record is perfect. As a yellow taxi driver, the plaintiff was not making enough money to provide for his family; his annual income was between $14,000 and $15,000.

3. The plaintiff's seven-year-old special needs son does not reside in New York; he lives in Rhode Island with his mother. Before the plaintiff joined Uber, it was very difficult for him to be involved in his son's life because, as mentioned above, the plaintiff had not been making enough money driving a yellow taxi.

4. As a result, the plaintiff was not able to visit his son in Rhode Island that often; the plaintiff did not have a vehicle of his own.

When the plaintiff joined Uber, his situation substantially changed because he had an automobile of his own, and it was easier for the plaintiff to travel to Rhode Island to visit his son. Also, the plaintiff's income grew rapidly, as well.

The Plaintiff's Uber Background.

5. In March of 2015, the plaintiff decided to quit driving a yellow taxi and join Uber because of the hardship he was facing in his life.

6. While the plaintiff was working with Uber, he completed more than 2000 jobs and maintained a rating of 4.87 out of 5 stars. As far as the applicant is concerned, there has never been any serious negative feedback or complaints against him from his Uber customers.

7. The plaintiff was one of Uber's top drivers; because of the high ratings he obtained and maintained from his Uber customers, he became a VIP driver.

8. The plaintiff always performed his duty in a professional manner.

9. The plaintiff worked seven days a week and grossed roughly $1700 a week after the Uber company took out its percentage. During the seven months the plaintiff worked with the company "Uber," his gross income exceeded $83,000. If Uber had not terminated the plaintiff's account, his gross annual income would be estimated at one hundred forty thousand dollars ($140,000) a year.

Uber's reason for deactivating the plaintiff's account is as follows:

10. On October 2, 2015, the plaintiff's uncle contacted him and told him that Uber had suspended his account ("the uncle's account") and stated to the applicant that he had visited Uber's office and an Uber support told him that someone had made a complaint against him on September 11, 2015, which was the reason his account had been suspended.

The uncle doesn't know how to read English. He came to the plaintiff's house and asked him to help him by looking at the trip records he had completed on September 11, 2015. Then, maybe he would know who had made the complaint against him.

11. The plaintiff looked at his trip records and discovered that on that particular day, the uncle had completed only four trips: one short trip and three long ones. The three long trips were one from the Bronx to Brooklyn, one from Chinatown to Brooklyn, and another from Harlem in Manhattan to Brooklyn.

12. The uncle then indicated to the plaintiff that he remembered picking up a lady from Chinatown and dropping her off in Brooklyn. When he had reached her destination, she was too intoxicated to exit the vehicle, so he assisted her out. Thereafter, the uncle indicated to the plaintiff that the lady was so kind at the beginning of the trip, and she even gave him her personal telephone number. Regardless, the uncle said he was going to call the lady he picked up in Chinatown and dropped off in Brooklyn to ask if she is the one who had made the complaint against him. However, the plaintiff advised the uncle that he believed that calling her was not a good idea because if she were the one who made the complaint to Uber, she could say something to Uber that the uncle did not say. Notwithstanding, the uncle asked the plaintiff to make a phone call to his customer (the uncle's customer) on his behalf. The plaintiff was reluctant, but because

he was home, he believed that it would not be a problem. Afterward, the plaintiff placed a single phone call to his uncle's customer, but the customer did not answer. Then, the uncle's client called back while the plaintiff was busy getting ready for work; he did not answer. Thereafter, the plaintiff called her back, and this time, the uncle's client answered the phone. As mentioned above, the applicant was at home; he was not at work.

13. The plaintiff told the customer that his uncle had instructed him to speak to her on the uncle's behalf. The customer asked the plaintiff who his uncle was. The plaintiff told her that his uncle is an Uber driver and that someone had made a complaint against him, and that is the reason his uncle instructed him to call her on his behalf to ask the client if there was any misunderstanding between you, "the customer," and him, "the uncle," during the trip that took place on September 11, 2015.

14. The plaintiff further stated to his uncles client that his uncle narrated to him that his client maybe believes he maybe took a longer way because during the trip, the client was sleeping, but when he reached her destination, she was complaining about the fare.

15. Furthermore, the plaintiff asked the uncles customer if it was okay for him to speak to her on his uncle's behalf. The uncle's client agreed to talk to the applicant.

16. Subsequently, the uncles customer admitted to the plaintiff that she had made the complaint to Uber. Regardless, the customer willingly told the plaintiff all the allegations that she claimed had taken place between her and the uncle. During the plaintiff's and uncle's customer's conversation, the telephone cut off; the plaintiff did not want to bother her, so he just texted her and asked her to please call him back, but she did not call him back. The entire conversation he had, with his uncle's customer, was recorded.

Deactivation of the Plaintiff's Account.

17. On Friday, October 2, 2015, immediately following the conversation the plaintiff had had with the uncle's customer, Uber suspended the plaintiff's account without informing him.

18. Then, the plaintiff went to the Uber office in Manhattan and met with the one of the managers, who told him that his account had been suspended because of the alleged phone call he had made on behalf of his uncle.

19. The plaintiff apologized and denied having a sufficient knowledge that Uber policy forbids the conversation he was asked to have in a friendly manner. The plaintiff promised that it would not happen again the manager then reinstated his Uber account.

20. Notwithstanding, on the next day (Saturday, October 3, 2015), his account was again deactivated. Uber sent the plaintiff the following email:

> "Jennifer (Uber)
> Oct 3, 08:41
> Modou-Hafiz,
> We are currently pending investigation. A member of our team will reach out to you within 24 hours regarding the status of your account.
> Regards,
> Jennifer
> help.uber.com"

21. As a result, the plaintiff went back to the same Uber office he had gone to before in Manhattan. He met with the manager and was told that the interaction he had with his uncle's customer was why his account had been deactivated.

22. The plaintiff pointed out to the manager that he had come to this same Uber office the day before and that the manager had resolved the issues. However, the manager told the plaintiff that the issues had not been taken care of and that his account would be permanently deactivated.

23. The plaintiff then asked the manager why his account would be permanently deactivated. It was his understanding that he had not done anything that would constitute grounds for the permanent termination of his partnership with Uber.

24. Thereafter, the manager pointed out that the phone call he placed to his uncle's customer implicated him in the complaints against his uncle. The manager further stated that the plaintiff's partnership with Uber would be permanently ended. Moreover, the manager advised the plaintiff to go and wait for the decision, which would be sent to his email shortly.

25. The plaintiff knew that his Uber account would be permanently deactivated, so he returned Uber's phone.

26. The plaintiff was distressed, and then his voice became loud because he felt that he had been wrongfully terminated. An Uber employee who was not assisting the plaintiff came out from behind her desk and told the plaintiff to be quiet and lower his voice.

27. The plaintiff was not pleased to hear her telling him to be quiet and reduce the volume of his voice. Then, he asked the lady, "Who are you to tell me to be quiet and lower my voice? Don't you see me handling a very serious matter that has nothing to do with you?" Then, on his way out of the Uber office, the coffee he had in his hand fell.

28. The plaintiff did not pick the coffee up; instead, he walked out because he was very aggravated.

29. In about two hours after the applicant left the Uber office, he received the following email from Uber therein the termination of his partnership with them:

> "Jennifer (Uber)
>
> Oct 3, 14:06
>
> Hello, Modou-hafiz —
>
> In an effort to ensure Uber is delivering a safe and comfortable experience for all of its users, our operations teams conduct regular reviews of both rider and driver accounts. Upon a recent review of your partner account and your interactions with Uber support, the team has discovered pieces of concerning feedback around potentially distressing behavior. As safety is a top priority for Uber, we take complaints of physical altercations extremely seriously, and violence of any kind is never tolerated on the platform.
>
> As a result of this review, we will be ending our partnership with you effective as of this email. It was not a swift decision; we value each and every driver who continues to use Uber. However, to ensure a safe environment for all users on our platform, our team had to make this difficult decision.
>
> This decision is final, but if you have any concerns, you may communicate with us by responding to this email.
>
> We wish you the best of luck in your next endeavor and thank you for your time as a driver-partner. If you use an Uber issued phone, you'll find instructions for returning the phone below:

- Click this link and fill out the requested information: http://t.uber.com/returnlabel
- Print the complimentary return label and place it in a small box or padded envelope
- Drop the package in a mailbox, at the post office, or schedule a USPS pick up when filling out the form

Please be sure to pack the phone securely so the device does not break in transit, as your deposit will be kept for damaged devices. You can keep track your returns progress by entering your phone number here.

Please allow up to 4 weeks from the date you returned the phone for us to examine the device condition and refund both the deposit to your account and any device fees incurred during the transit time.

Regards,

Jennifer

help.uber.com."

30. Approximately, eight minutes before the plaintiff received the email from Jennifer, an Uber employee, referring to the termination of his Uber account, Jennifer had also sent the following email to the applicant's uncle therein the termination of the uncle's account:

"Jennifer (Uber)

Oct 3, 15:58

Hello Sulay —

In an effort to ensure Uber is delivering a safe and comfortable experience for all users, our operations teams conduct regular reviews of both rider and driver accounts. Upon a recent review of your partner account, the team discovered multiple pieces of concerning feedback. We want users to have both a safe and comfortable ride, and riders have told us that when a driver makes comments about their appearance, asks overly personal questions, or makes unwanted physical contact it leads to an uncomfortable and undesirable experience.

Unfortunately, this is the type of feedback associated with your account. As a result of this review, we will be ending our partnership with you effective as of this email. It was not an swift decision as we value each and every driver who chooses to use Uber, however, in an effort to ensure a safe environment for everyone on the platform, our team had to make this difficult decision.

This decision is final, but if you have any concerns, you may communicate with us by responding to this email.

We wish you the best of luck in your next endeavor and thank you for your time as a driver-partner. If you use an Uber issued phone, you'll find instructions for returning the phone below:

- Click this link and fill out the requested information: http://t.uber.com/returnlabel
- Print the complimentary return label and place it in a small box or padded envelope
- Drop the package in a mailbox, at the post office, or schedule a USPS pick up when filling out the form

Please be sure to pack the phone securely so the device does not break in transit, as your deposit will be kept for damaged devices. You can keep track your returns progress by entering your phone number here.

Please allow up to 4 weeks from the date you returned the phone for us to examine the device condition and refund both the deposit to your account and any device fees incurred during the transit time.

Regards,

Jennifer

help.uber.com"

31. Notwithstanding, two days following the plaintiff's account was deactivated, he went to another Uber office, located on Jackson Avenue in Queens, New York, to have his Uber account activated. The plaintiff met with the manager, Adam. However, Adam told him that because of the allegations against his uncle and the conversations he'd had with his uncle's customer, this constituted grounds for the permanent deactivation of his account.

32. The plaintiff asked Adam, which terms of Uber's policy he had violated. Adam indicated to the applicant that the term is called "falling off with the rider of the platform."

33. That was the first time the plaintiff had heard of said policy because he had never given a copy of Uber's policy. The plaintiff recorded the conversation he had with Adam, the manager at said Uber office.

34. Pursuant, to Uber's email, the reason the plaintiff's partnership was permanently terminated is as follows: "Upon a recent review of your partner account and your interactions with Uber support, the team has discovered pieces of concerning feedback around potentially distressing behavior. As safety is a top priority for Uber, we take complaints of physical altercations extremely seriously and violence of any kind is never tolerated on the platform. As a result of this review, we will be ending our partnership with you effective as of this email. It was not a swift decision; we value each and every driver who continues to use Uber. However, in an effort to ensure a safe environment for all users on our platform, our team had to make this difficult decision".

35. The plaintiff believes that Jennifer, an Uber employee, is being misleading because of the following:

(I). The plaintiff's account was deactivated twice before he even had an unpleasant conversation with an Uber support member, and he had never had any physical interactions with or performed violence against anyone, period. (II). The person who terminated his account was the same person who had ended his uncle's account. (III). What Adam, an Uber manager at the Jackson Avenue Queens, said was contrary to the email Uber sent to the plaintiff referring to why his account was permanently deactivated, and the conversations he had with Adam was recorded.

(Iv). Furthermore, the second time the plaintiff went to the Uber's office in Manhattan, he was told that his account would be permanently deactivated and that he should go and wait for the decision via email.

36. Therefore, the reasons for Uber permanently terminating the plaintiff's account are unfounded and unjustified.

Cause of Actions.

37. In conclusion, the plaintiff believes that Uber violated his rights and retaliated against him because of the allegations against his uncle. Uber also discriminated against the plaintiff because of the color of his skin and his gender.

Uber also failed to grant the plaintiff. "Due Process Of The Law". Also, Uber willfully violated federal law (U.S. Code Title 42, Chapter 21, Subchapter VI: Equal Employment Opportunity) and the state of New York's breach of contract law.

38. The plaintiff also believes that Uber falsely accused him of harassment that he did not have anything to do with. Besides, Uber unfairly decided to punish the plaintiff as a form of retaliation by permanently ~~ending its partnership with the~~ terminating plaintiff 's employment ~~because~~ of the allegations against his uncle.

39. Uber is a giant company worth billions of dollars. It repeatedly abused its power and violated its drivers' rights by wrongfully terminating their partnerships. Uber needs to be taught the lesson that workplace discrimination or retaliation is not tolerated in the U.S. workplace. Without the drivers, there would be no Uber. Therefore, Uber needs to respect its drivers' rights and grants them the Due Process Of The Law.

40. According to New York's state law, your employer cannot fire you for participating in an investigation of a discrimination complaint, and no matter who made the complaint, for testifying in court, or for making other efforts to stop discriminatory practices.

41. The plaintiff believes that he did not do anything that would constitute grounds for his permanent termination from the company. He believes this due to the following reasons:

(1.) The plaintiff was asked to help.

(2.) The plaintiff was home and was not on duty when he had the conversation with his uncle's customer.

(3). Additionally, the plaintiff never abided by any of the Uber policies because when he went to the Uber office to sign up, he was never given any documents, relating to Uber's policies.

However, when the plaintiff's account was terminated, he asked Uber to give him a copy of his personal files, but Uber refused to do so.

42. Thereafter, Uber edited the plaintiff's account and placed their two policy agreements on his account without the plaintiff's knowledge or consent. Nonetheless, the first time Uber applied its policies and agreements to the plaintiff's account, it had been done wrong because the transpiration company agreement should have been two separate documents: one that effected in November 2014 and one in April of 2015, but Uber only instated its transportation company agreement that took effect on April 2015 and omitted the one effected in November 2014.

43. The documents were listed as follows: Driver addendum, November 10, 2014, and Transportation Company agreement, April 7, 2015. The plaintiff joined Uber before April 2015. Therefore, he could not have abided by said contract entered into force in April 2015.

44. However, after the plaintiff confronted Uber about the mistake it had made on his account, Uber again accessed the plaintiff's account and edited it once more, then placing the right documents into his account.

45. The documents were listed as follows: Driver addendum November 10, 2014; transportation company agreement, November 2014; and transportation company agreement, April 7, 2015. However, before Uber dishonestly edited the plaintiff's profile for the second time, he had already taken pictures of the documents that were there before, and now, he had the images for both documents. The first images were taken on October 14, 2015, and the second on December 6, 2015.

46. The plaintiff has proof of the date when the images were taken. Please note that Uber is the only party with the authority to edit the plaintiff's account; the plaintiff has no way of modifying his account to make any changes without Uber's approval. Therefore, Uber is a dishonest company and based its sole business on a scam and a violation of the laws.

47. Therefore, the plaintiff is seeking three million dollars ($3,000,000). to be awarded to him because of the following reasons:

Cause of actions:

(a). Uber willfully violated its policy and breached its contract or ended His Job with the plaintiff with no good cause. (b). Uber failed to grant the plaintiff the protection of the Equal Employment Opportunities and "Due Process of The Law". (c). The plaintiff suffered mentally and economically because of Uber's actions, which discriminated against him based on the color of his skin and his gender. (d). Uber's action brought substantial hardship for the plaintiff and his family. (e). Uber's action of permanently terminating the plaintiff's ~~partnership~~ acount was unjustified and was an act of retaliation against the plaintiff. (f). Uber's action of permanently deactivating the Plaintiff's account was based on the color of his skin. (g). Uber's actions were unfair and can be interpreted as discrimination against the plaintiff's gender because the person who permanently deactivated both the plaintiff's and his uncle's account is a female. (h). Uber's action brought permanent financial hardship to the plaintiff and the plaintiff's family.

48. The plaintiff is respectfully requesting the following dollars amounts to be awarded to him, or any reasonable amount the court believes is appropriate in this matter.

Demands:

49. (I). The plaintiff believes he is entitled to one million five hundred thousand dollars ($1,500,000). for the economic damage he sustained as a result of Uber wrongfully and permanently terminating his ~~partnership~~ account with the company, which discriminated against him based on the color of his skin and his gender and an act of retaliation against the plaintiff. (II). The plaintiff believes he is entitled to one million dollars ($1,000,000). for the pain and suffering he experienced as a result of Uber's discrimination against him based on the color of his skin and his gender and the retaliation against him. (III). The plaintiff believes he is entitled to five hundred thousand dollars ($500,000). because Uber's willful breach of its contract by wrongfully terminating his partnership with the company was based on the color of his skin and his gender.

50. The plaintiff was not only a driver for the company but also worked hard to promote the company's standing, which is the reason he was one of Uber's top drivers; as mentioned above, he maintained a rating of 4.87 out of 5 stars.

WHEREFORE, The plaintiff respectfully request your honor to grant him a consideration on my points and objections stated above, and Order such other further relief as this court deems just and proper.

Dated April 27, 2016. ------------------------------------

Modou Hafiz Kah Jallow

EEOC Form 161-B (11/09)

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

NOTICE OF RIGHT TO SUE *(ISSUED ON REQUEST)*

To: Modoa-Hafis Kaa-Sallow
2163 Ellis Avenue
Apt. 2
Bronx, NY 10462

From: New York District Office
33 Whitehall Street
5th Floor
New York, NY 10004

☐ *On behalf of person(s) aggrieved whose identity is CONFIDENTIAL (29 CFR §1601.7(a))*

EEOC Charge No.	EEOC Representative	Telephone No.
520-2016-00550	Ashraf Ahmed, Investigator	(212) 336-3781

(See also the additional information enclosed with this form.)

NOTICE TO THE PERSON AGGRIEVED:

Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), or the Genetic Information Nondiscrimination Act (GINA): This is your Notice of Right to Sue, issued under Title VII, the ADA or GINA based on the above-numbered charge. It has been issued at your request. Your lawsuit under Title VII, the ADA or GINA **must be filed in a federal or state court WITHIN 90 DAYS of your receipt of this notice**; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

☐ More than 180 days have passed since the filing of this charge.

☒ Less than 180 days have passed since the filing of this charge, but I have determined that it is unlikely that the EEOC will be able to complete its administrative processing within 180 days from the filing of this charge.

☒ The EEOC is terminating its processing of this charge.

☐ The EEOC will continue to process this charge.

Age Discrimination in Employment Act (ADEA): You may sue under the ADEA at any time from 60 days after the charge was filed until 90 days after you receive notice that we have completed action on the charge. In this regard, **the paragraph marked below applies to your case:**

☐ The EEOC is closing your case. Therefore, your lawsuit under the ADEA **must be filed in federal or state court WITHIN 90 DAYS of your receipt of this Notice.** Otherwise, your right to sue based on the above-numbered charge will be lost.

☐ The EEOC is continuing its handling of your ADEA case. However, if 60 days have passed since the filing of the charge, you may file suit in federal or state court under the ADEA at this time.

Equal Pay Act (EPA): You already have the right to sue under the EPA (filing an EEOC charge is not required.) EPA suits must be brought in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

If you file suit, based on this charge, please send a copy of your court complaint to this office.

On behalf of the Commission

Kevin J. Berry,
District Director

1/29/2016
(Date Mailed)

Enclosures(s)

cc: Travis Kalanick
CEO
UBER
27-55 Jackson Avenue
Long Island City, NY 11101